

**CONTRACT AND AGREEMENT**

FOR THE

**COMPLETION OF CSUCC TECHNOVATION COMPLEX**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract and Agreement made and entered into this 2<sup>th</sup> day of April, 2018 at Cabadbaran City, Philippines,

by and between:

The **CARAGA STATE UNIVERSITY**, an educational institution organized and existing under Republic Act # 9854, An Act ESTABLISHING THE CARAGA STATE UNIVERSITY IN THE CARAGA REGION BY INTEGRATING THE NORTHERN MINDANAO STATE INSTITUTE OF SCIENCE AND TECHNOLOGY (NORMISIST) IN AMPAYON, BUTUAN CITY AND THE NORTHERN MINDANAO COLLEGE OF ARTS, SCIENCE AND TECHNOLOGY (NMCAST) IN CABADBARAN, AGUSAN DEL NORTE AND APPROPRIATING FUNDS THEREFOR, with principal office address at Ampayon, Butuan City, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, as the PARTY OF THE FIRST PART hereinafter referred as the **OWNER**;

and

**POLIRAN BUILDERS CORPORATION/RONWOOD CORPORATION (Joint Venture)**, a private contractor / construction entity duly organized and existing by virtue of the laws of the Philippines with office address at Butuan City, represented by **RONIELO N. DUNAN**, Vice President for Operation, and **ENGR. PETER C. DY**, Managing Officer as the PARTY OF THE SECOND PART, hereinafter referred to as the **CONTRACTOR** who has been duly authorized for this purpose;

**"WITNESSETH"**

**WHEREAS**, in accordance with the advertisement of the OWNER published/posted in accordance with the 2016 Revised Implementing Rules & Regulation of R.A. 9184, the CONTRACTOR and other contractor/bidders submitted bids to contract and complete the project with I.D. No. **5109151: COMPLETION OF CSUCC TECHNOVATION COMPLEX** in accordance with the plans & specifications & requirements thereof;

**WHEREAS**, the above-mentioned project has been undertaken through Competitive Public Bidding;

**WHEREAS**, the result of the Post Qualification of Bids as Calculated conducted on **February 22, 2018** the bid price of the CONTRACTOR was found to be the Single Calculated and Responsive Bid;

**WHEREAS**, the Bids and Award Committee of the OWNER, under **Resolution No. 25 s. of 2018**, dated **February 23, 2018** awarded the above mentioned Bid to the CONTRACTOR in the amount of **EIGHTEEN MILLION EIGHT HUNDRED EIGHTY FOUR THOUSAND ONE HUNDRED SEVENTY EIGHT PESOS & 15/100 (Php 18,884,178.15)**, Philippine Currency.

**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Poliran Builders Corporation

**RONIELO N. DUNAN**  
Vice President for Operation, Poliran Builders Corporation

**PETER C. DY**  
Managing Officer, Ronwood Corporation

**ANTHONY M. PENASO, Ph.D.**  
University President

**MARILYN B. CASTILLO, Ed. D.**  
Campus Director

**TOMASITO S. YATAN**  
Head, Planning and Development

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### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Contract which likewise form an integral part of this Contract and Agreement;
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. Contract and Agreement;
  - b. Conditions of Contract;
  - c. Drawings/Plan;
  - d. Technical Specifications;
  - e. Invitation to Bid;
  - f. Bid Form including all the documents contained in the winning bidder's two bidding envelopes, as ANNEXES;
    - i. Bid Security as to form, amount and validity period;
    - ii. Authority of the Signing Official;
    - iii. Construction Schedule and S-curve;
    - iv. Manpower Schedule;
    - v. Construction Methods;
    - vi. Organizational Chart for the Contract to be Bid;
    - vii. List of Contractor's personnel (viz., Project Manager, Project Engineer, Materials Engineer and Foreman), to be assigned to the contract to be bid, with their complete qualifications and experiences data;
    - viii. List of Contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by duly executed contracts therefore, and intended for use exclusively in the contract to be bid;
    - ix. Equipment Utilization Schedule;
    - x. Affidavit of Site Inspection;
    - xi. Construction Safety and Health Program of the contractor;
    - xii. Certificate from the bidder under oath of its compliance with existing Labor Laws and Standards;
    - xiii. A Sworn Statement attesting compliance to the responsibilities of a Prospective or Eligible Bidder as provided in Section 17.7 of the IRR-A.
    - xiv. A Sworn Statement Affidavit of compliance with the Disclosure Provision to other provision of R.A. 3019; and
    - xv. Bid Prices in the Bill of Quantities in the prescribed Bid Form;
    - xvi. Detailed Estimates including a summary sheet indicating the unit rentals used in coming up with the bid; and
    - xvii. Cash Flow by the Quarter and Payments Schedule
  - g. Eligibility requirements, documents and/or statements;
  - h. Performance Security;
  - i. NFCC
  - j. Notice of Award of Contract and Contractor's "Conforme " thereto; and


  
**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Poliran Builders Corporation

  
**RONIELO N. DUNAN**  
Vice President for Operation, Poliran Builders Corporation

  
**PETER C. DY**  
Managing Officer, Ronwood Corporation

  
**ANTONIO M. PENASO, PhD**  
University President

  
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- k. Other contract documents that may be required by existing laws and/or the agency concerned.
- 3. That in consideration of the Payments to be made by the OWNER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the WORKS and remedy any defects therein in conformity, in all respects, with the provisions of this CONTRACT;
- 4. That the CONTRACTOR willfully & faithfully furnished all required materials and labor and will complete the said project with I.D. No. **5109151: COMPLETION OF CSUCC TECHNOVATION COMPLEX** and hereby agrees to complete the contract within **210 calendar days** from the date the contractor receives the formal "Notice to Proceed".
- 5. That the OWNER hereby covenants to pay the CONTRACTOR in consideration of the execution on and completion of the WORKS at the unit prices agreed in the PROPOSAL, at the time and in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specification and accepted by the OWNER;

The following items and quantities comprise in the scope of works as provided in the Technical Specifications:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	AMOUNT
403	Metal Structure	lot	1.00	1,202,553.52	1,202,553.52
404	Reinforcing Steel	kgs.	50,121.40	141.62	7,098,192.67
405	Structural Concrete	cu.m.	240.00	7,753.58	1,860,859.20
704.3	Masonry Works	sq.m.	297.05	1,544.99	458,939.28
1002	Plumbing	unit	1.00	810,432.00	810,432.00
1003	Ceiling	sq.m.	650.00	909.44	591,136.00
1013	Corrugated Metal Roofing	sq.m.	705.00	1,305.01	920,032.05
1018	Ceramic Tiles	sq.m.	863.60	1,932.14	1,668,596.10
1027	Cement Plaster Finish	sq.m.	534.00	391.27	208,938.18
1032	Painting, Varnish & Other Related	sq.m.	1578.20	364.29	574,922.48
SPL - 1	Fabricated Materials	lot	1.00	1,926,520.20	1,926,520.20
SPL - 2	Formworks & Scaffolding	bd.ft.	6000.00	134.14	804,840.00
SPL - 3	Electrical Works	lot	1.00	1,932,270.00	1,193,270.00
SPL - 4	Fire Sprinkler	lot	1.00	2,108,155.00	2,108,155.00
SPL - 5	Facilities	lot	1.00	508,195.00	508,195.00
SPL - 6	Construction Safety & Health	lot	1.00	269,340.00	269,340.00
SPL - 7	Project Billboard	unit	1.00	11,758.50	11,758.50
	TOTAL				22,216,680.18
	Less				15%
	<b>Discounted Bid Price</b>				<b>18,884,178.15</b>

- 6. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the OWNER a "Performance Security" that is fully acceptable to the OWNER in the form and amount as required in the instruction to Bidders;

**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Poliran Builders Corporation

**RONIELO N. DUNAN**  
Vice President for Operation, Poliran Builders Corporation

**PETER C. DY**  
Managing Officer, Ronwood Corporation

**ANTHONY M. PENASO, Ph.D.**  
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7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work/s within the specified contract time, plus any time extension duly granted and is

hereby in default under the CONTRACT, the CONTRACTOR shall pay the OWNER for LIQUIDATED DAMAGE, and not by way of penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

8. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981, DOLE Department Order No. 13, and other relevant and applicable provision of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines;

9. Any breach or violation by either party of the obligations and covenants under this Contract and Agreement shall entitle the aggrieved party to rescind or cancel this

Contract and Agreement after fifteen (15) days notice to that effect. In addition, any party that breached or violated this Contract and Agreement agrees and obligates itself to pay for the actual damage incurred by the other party;

10. Any failure of the OWNER to enforce her rights and privileges under this Contract and Agreement shall not be construed as a waiver or renunciation of such rights and privileges;

11. It is hereby agreed that any disputes arising out of or in connection with this Contract and Agreement shall be submitted to the Construction Industry Arbitration Commission (CIAC) for arbitration;


12. This Contract and Agreement shall be binding upon respective assigns and successors-in-interest of the parties hereto.


  
**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Polliran Builders Corporation

  
**RONIELO N. DUNAN**  
Vice President for Operation,  
Polliran Builders Corporation

  
**PETER C. DY**  
Managing Officer, Bonwood Corporation

  
**ANTHONY M. PENASO, Ph.D.**  
University President

  
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Head, Planning and Development

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**IN WITNESS WHEREOF**, the parties hereto affixed their respective signatures on the 24<sup>th</sup> day of April, 2018 at the Caraga State University Cabadbaran Campus, T. Curato Street, Cabadbaran City.

**CARAGA STATE UNIVERSITY**  
(Party of the First Part)


**POLIRAN BUILDERS CORPORATION /  
RONWOOD CORPORATION (JV)**  
(Party of the Second Part)

BY:

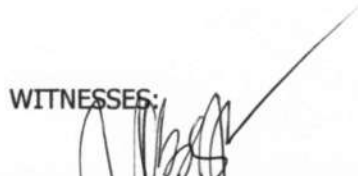
  
**ANTHONY M. PENASO, Ph.D.**  
University President


BY:


  
**RONIELO N. DUNAN**  
Vice President for Operation, Poliran  
Builders Corporation

  
**PETER C. DY**  
Managing Officer, Ronwood  
Corporation

WITNESSES:

  
**MARILYN B. CASTILLO, Ed. D.**  
Campus Director

  
**TOMASITO S. YATAN**  
Head, Planning and Development

  
**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Poliran Builders  
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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF BUTUAN ..... ) SS.  
X-----.)

**ENGR. JOSE GIL N. ESTEVES**  
Project Engineer, Poliran Builders Corporation

Before me, a Notary Public for and in Butuan City, this 24<sup>th</sup> day of April, 2018 personally appeared:

Competent Evidence of Identity (CEI)

**ANTHONY M. PENASO, Ph.D.**  
University President, CSU

**EC 2046341**

**ANTHONY M. PENASO, Ph.D.**  
University President

**RONIELO N. DUNAN**  
Vice President for Operation,  
POLIRAN BUILDERS CORPORATION

\_\_\_\_\_

**PETER C. DY**  
Managing Officer,  
RONWOOD CORPORATION

\_\_\_\_\_

**MARILYN B. CASTILLO, Ed. D.**  
Campus Director

**RONIELO N. DUNAN**  
Vice President for Operation,  
Poliran Builders Corporation

, who

\_\_\_\_\_ is/are personally known to me  
\_\_\_\_\_ exhibited (a) competent evidence/s of identity/ies as stated above

and known to me to be the same person/s who executed the foregoing instruments which consist of six (6) pages including the pages on which the acknowledgements are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first above mentioned.

**PETER C. DY**  
Managing Officer, Ronwood Corporation

**TOMASITO S. YATAN**  
Head, Planning and Development

DOC. NO. 382  
PAGE NO. 39  
BOOK NO. 97  
SERIES OF 2018

**ATTY. MARIE LOU NUEVA-RUIZ**  
NOTARY PUBLIC  
COMMISSION EXPIRES DEC. 31, 2019  
ROLL NO. 52174 \ MAY 11, 2006  
IBP NO. 1068226 \ JAN 8, 2018  
PTR NO. 1457521 \ JAN 8, 2018